a later New York case *Ayers* v. *Grand Lodge, supra,* was distinguished on the ground that the reservation of the right to amend the by-laws was general in character, not specifying a change of occupation. *Gierty* v. *Knights of Columbus,* 126 App. Div. 934, 110 N. Y. S. 1129, affirming 55 Misc. Rep. 98, 105 N. Y. S. 244.

Retroactive by-laws, affecting the rights of one who dies a suicide are valid. *Plunkett* v. *Supreme Council,* 105 Va. 643, 55 S. E. 9; *Pold* v. *Union* (Ill.), 104 N. E. 4. Such a by-law applying to a suicide "sane or insane, unless under actual treatment for insanity," is held unreasonable on the ground that insanity is a disease. *Olson* v. *Court of Honor, supra.* But an exception in a similar by-law covering injuries from vertigo was sustained. *Hall* v. *Association,* 69 Neb. 601, 96 N. W. 170.

The view, sometimes advanced, that such by-laws affect vested rights would seem to be unsound. Reasonable restriction on the future conduct of a member of such an association, when such restriction does not affect the member at the time of its enactment, can be said to affect vested rights only by a strained construction of the doctrine.

INSURANCE—RENEWAL—ACCEPTANCE.—The insured, at the expiration of his policy, received from the company's agent a renewal receipt which he retained without comment. To prevent a lapse of the policy the agent advanced the premium to the company. On learning of this the insured repudiated the policy. The agent attempted to recover for the protection up until the actual repudiation. *Held,* the retention of the renewal receipt, without more, is not a sufficient acceptance. *Grogan* v. *Travelers' Ins. Co.* (Col.), 139 Pac. 1045.

Delay in returning a renewal receipt is not sufficient acceptance to continue a policy in force. *Richmond* v. *Travelers' Ins. Co.,* 123 Tenn. 307, 130 S. W. 790, 30 L. R. A. (N. S.) 954. This seems to be the only authority directly in point. Not the mere physical disposition of the policy or receipt but the *aggregatio mentium* has been the question in each case. But the receipt of a policy and its retention during the period of insurance named therein is sufficient acceptance. *Adams* v. *Eidam,* 42 Minn. 53, 43 N. W. 690. While the mere fact that a policy which the applicant does not believe to be in conformity with his application, has been returned to the insurer does not show a cancellation where the insurer insists on its correctness. *Waters* v. *Security L. & A. Co.,* 144 N. C. 663, 57 S. E. 437, 13 L. R. A. (N. S.) 805. Nor can the insurer cancel the policy after the death of the insured, even when the policy remains in the possession of the company's agent whose demands for payment of the note for the first premium have been refused. *Porter* v. *Mutual L. Ins. Co.,* 70 Vt. 504, 41 Atl. 970. Moreover the insurer will not be allowed to cancel the policy after the death of the insured, when notwithstanding the latter's request to cancel, a demand was made on his employer for the amount of the premium. *Travelers' Ins. Co.* v. *Jones,* 32 Tex. Civ. App. 146, 73 S. W. 978.

MASTER AND SERVANT—MASTER'S DUTY TO FURNISH MEDICAL ATTENDANCE TO INJURED SERVANT.—A railroad employee in the performance of

his duty was injured and rendered incapable of caring for himself. He later died as a result of exposure and the delay of the company in obtaining medical attendance for him. *Held,* the railroad is liable. *Tippecanoe L. & T. Co.* v. *C. C. C. & St. L. Ry. Co.* (Ind.), 104 N. E. 866. See NOTES, p. 66.

MINES AND MINERALS—OIL AND GAS LEASE—BREACH OF IMPLIED COVENANT—ENFORCEMENT OF FORFEITURE IN EQUITY.—An oil and gas lease was made contemplating a profit for both lessor and lessee. The lessee failed to operate and develop the property. *Held,* equity will decree a forfeiture of the lease for such breach of implied covenant without proof of fraud or mistake. *Indiana Oil, Gas & Development Co.* v. *McCrory* (Okla.), 140 Pac. 610.

As there is no express covenant in regard to the work and development of the property by the lessee, there arises by necessary implication a covenant to develop the work with reasonable diligence and upon a failure so to do, equity will declare a forfeiture of the lease regardless of the question of fraud or mistake. *Monroe* v. *Armstrong,* 96 Pa. 307. The general rule of equity is that it never lends its aid to enforce forfeitures or penalties, but the rule is not absolute and it will do so where the justice of the case so demands. *Brewster* v. *Lanyon Zinc Co.,* 140 Fed. 801, 77 C. C. A. 213; *Gadbury* v. *Ohio & Indiana Consolidated, etc., Co.,* 162 Ind. 9, 67 N. E. 259, 62 L. R. A. 895. So where to enforce a forfeiture will protect a lessor from the laches of a lessee, where the lease is of no value unless developed. *Monroe* v. *Armstrong, supra; Jennings* v. *Southern Carbon Co.* (W. Va.), 80 S. E. 368. But it has been held that equity will not declare a forfeiture unless there is fraud, mistake, or the like, the only remedy is an action at law for damages. *Colgan* v. *Forest Oil Co.,* 194 Pa. St. 234, 45 Atl. 119; *Young* v. *Forest Oil Co.,* 194 Pa. St. 243, 45 Atl. 121.

The view has been advanced that where there are express covenants, the breach of which involve a forfeiture, none can arise by implication; following the maxim *expressio unius est exclusio alterius. Core* v. *New York Petroleum Co.,* 52 W. Va. 276, 43 S. E. 128; *Rose* v. *Lanyon Zinc Co.,* 68 Kan. 126, 74 Pac. 625.

MUNICIPAL CORPORATIONS—ORDINANCES—SEGREGATION OF RACES.—A city charter contained a provision that the alderman might pass any ordinance which they deemed proper for the good order and general welfare of the city if it does not contravene the laws and Constitution of the state. The aldermen adopted an ordinance making it unlawful for any negro to occupy as a residence any house on any street on which the greater number of houses are occupied as residences by white people. The ordinance contained a similar provision as to whites. *Held,* such a law is against the public policy of the state and is not authorized by the city charter. *State* v. *Darnell* (N. C.), 81 S. E. 338. See 1 VA. L. REV. 333.

MUNICIPAL CORPORATIONS—POLICE POWER—BILLBOARDS.—A city ordinance provided that all billboards should have a space of not more than three